

06/29/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DMYTRO MARTYNIUK, individually,) Case No.: 20STCV07379
and on behalf of all others)
similarly situated and)
aggrieved,)

Plaintiffs,) JUDGMENT

vs.)

USKO EXPRESS, INC., a)
California corporation; and)
DOES 1 through 100, inclusive,)

Defendant.)
_____)

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement filed January 20, 2023 ("Settlement Agreement") and certified a provisional settlement class on January 27, 2023.

1 B. The Court granted final approval of the Settlement
2 Agreement on June 29, 2023, certified the settlement class with
3 no opt-outs, and found that the Settlement Agreement was fair,
4 adequate and reasonable.

5 C. The Court defined the following:

6 "Settlement Class: "All current and former drivers,
7 including but not limited to those misclassified as independent
8 contractors or "owner operators," who performed work for
9 Defendant in the State of California or who were residents of
10 the State of California and performed work for Defendant in any
11 state at any time from February 26, 2016 through May 23, 2022."
12 (¶I.21)

13 "Class Period": February 26, 2016 through May 23, 2022.
14 (¶I.4)

15 "PAGA Members" or "PAGA Employees": "All current and former
16 drivers, including but not limited to those misclassified as
17 independent contractors or "owner operators," who performed work
18 for Defendant in the State of California or who were residents
19 of the State of California and performed work for Defendant in
20 any state at any time during the period from May 11, 2021
21 through May 23, 2022 (the "PAGA Period")." (¶I.24)

22 "PAGA Period": May 11, 2021 through May 23, 2022. (¶I.23)

1 "Participating Class Members": all members of the
2 Settlement Class who do not timely and effectively opt out of
3 the Settlement. (§I.14)

4 IT IS ORDERED, ADJUDGED AND DECREED:

5 1. Plaintiff Dmytro Martyniuk, individually, and on
6 behalf of all others similarly situated and aggrieved, shall
7 take from Defendant USKO Express, Inc., as set forth in the
8 Parties' Settlement Agreement and the Court's Approval Order
9 entered June 29, 2023.

10 2. Defendant must pay Plaintiffs the Gross Settlement
11 Amount (GSA) of \$1,550,000. The Net Settlement Amount is the
12 GSA minus the following:

13 a. \$516,667 for attorney fees to Class Counsel, The
14 Kick Law Firm, APC;

15 b. \$9,324.64 for attorney costs to Class Counsel;

16 c. \$5,000 for a service award to the class
17 representative, Dmytro Martyniuk;

18 d. \$10,589 for settlement administration costs to
19 Simpluris, Inc.;

20 e. \$45,000 (75% of \$60,000 PAGA penalty) to the
21 LWDA.

22 The employer's share of payroll taxes will be paid
23 separately by Defendant in addition to the GSA.
24
25

1 3. Upon the date on which Defendant fully funds the
2 Settlement, all members of the Settlement Class who have not
3 submitted a timely and effective request for exclusion shall be
4 deemed to have fully released the Released Parties from the
5 Released Claims. (§VI.2) Upon the date on which Defendant fully
6 funds the Settlement, all members of the Settlement Class who do
7 not timely and effectively opt out of the Settlement shall be
8 deemed to have fully released the Released Parties from all
9 claims, debts, liabilities, demands, obligations, penalties,
10 interest, wages, compensation, premium pay, guarantees, costs,
11 expenses, attorneys' fees, damages, claims for equitable relief,
12 actions or causes of action that arise, or could have arisen,
13 from the operative complaint, the First Amended Complaint (the
14 "Released Claims"). (§VI.1) The release shall cover Released
15 Claims for the period of February 26, 2016, through May 23,
16 2022. (§VI.3)

18 Released Claims shall include all PAGA claims that could
19 have been premised on the facts alleged in the Plaintiff's
20 Notice to the LWDA. PAGA Members will release PAGA claims even
21 if Class members request exclusion from the Class. (§VI.4)

22 Released Parties refers to Defendant and all of its former
23 or present parents, subsidiaries, successors, predecessors,
24 affiliates, assigns, joint employers, officers, directors,
25 employees, insurers, directors, executors, attorneys,

1 shareholders, related corporations, profit sharing, savings,
2 health, and other employee benefit plans of any nature, the
3 successors of such plans, and those plans' respective current or
4 former trustees and administrators, agents, employees,
5 fiduciaries, and the predecessors and successors, assigns, and
6 legal representatives of all such entities and individuals.

7 (¶I.16)

8
9 4. All uncashed settlement checks, plus interest, must be
10 delivered to the California State Controller's Unclaimed
11 Property Division in the name of the Class Member/Aggrieved
12 Employee who did not cash his or her check.

13 5. Pursuant to California Rules of Court, Rule 3.769(h),
14 the Court retains jurisdiction over the parties with respect to
15 enforcement of this Judgment under California Code of Civil
16 Procedure Section 664.6.

17 CLERK TO GIVE NOTICE.

18 DATED: June 29, 2023



Yvette M. Palazuelos

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge